

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

KHARA INC. and GROUND WORKS CO.,
LTD.,

Plaintiffs,

v.

THE PARTNERSHIPS AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE “A”,

Defendants.

Case No. 22-cv-00591

Judge John Robert Blakey

DEFAULT JUDGMENT ORDER

This action having been commenced by Plaintiffs KHARA INC. and GROUND WORKS CO., LTD. (collectively, “Plaintiffs” or “GWC”) against the defendants identified on Schedule A, and using the Defendant Online Marketplace Accounts identified on Schedule A (collectively, the “Defendant Internet Stores”), and GWC having moved for entry of Default and Default Judgment against the defendants identified on Schedule A attached hereto which have not yet been dismissed from this case (collectively, “Defaulting Defendants”);

This Court having entered a preliminary injunction; GWC having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication or e-mail, along with any notice that Defaulting Defendants received from payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the

action and affording them the opportunity to answer and present their objections;
and

None of the Defaulting Defendants having answered or appeared in any way, and the time for answering having expired, so that the allegations of the Complaint are uncontroverted and are deemed admitted;

This Court finds that it has personal jurisdiction over Defaulting Defendants because Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, GWC has provided a basis to conclude that Defaulting Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more seller aliases, offer shipping to the United States, including Illinois, and have sold products using infringing and counterfeit versions of GWC's federally registered trademarks (the "NEON GENESIS EVANGELION Trademarks") to residents of Illinois. In this case, GWC has presented screenshot evidence that each Defendant e-commerce store is reaching out to do business with Illinois residents by operating one or more commercial, interactive internet stores through which Illinois residents can and do purchase products using counterfeit versions of the NEON GENESIS EVANGELION Trademarks, which are protected by U.S. Trademark Registration Nos. 2,923,657 and 6,193,482. *See* [12], which includes screenshot evidence confirming that each Defendant e-commerce store does stand ready, willing and able to ship its counterfeit goods to customers in Illinois bearing infringing and/or counterfeit versions of the NEON GENESIS EVANGELION Trademarks. This Court

further finds that Defaulting Defendants are liable for willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114), and false designation of origin (15 U.S.C. § 1125(a)).

Accordingly, this Court orders that GWC's Motion for Entry of Default and Default Judgment is GRANTED as follows, that Defaulting Defendants are deemed in default, and that this Default Judgment is entered against Defaulting Defendants.

This Court further orders that:

1. Defaulting Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:
 - a. using the NEON GENESIS EVANGELION Trademarks or any reproductions, counterfeit copies, or colorable imitations in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine GWC product or not authorized by GWC to be sold in connection with the NEON GENESIS EVANGELION Trademarks;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine GWC product or any other product produced by GWC, that is not GWC's or not produced under the authorization, control, or supervision of GWC and approved by GWC for sale under the NEON GENESIS EVANGELION Trademarks;

- c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control, or supervision of GWC, or are sponsored by, approved by, or otherwise connected with GWC; and
 - d. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for GWC, nor authorized by GWC to be sold or offered for sale, and which bear any of GWC's trademarks, including the NEON GENESIS EVANGELION Trademarks, or any reproductions, counterfeit copies or colorable imitations.
- 2. Defaulting Defendants and any third party with actual notice of this Order who is providing services for any of the Defaulting Defendants, or in connection with any of the Defaulting Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as Amazon Payments, Inc. ("Amazon") (collectively, the "Third Party Providers"), shall within five (5) business days of receipt of this Order cease:
 - a. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, or any other online marketplace account that is being used to sell or is the means by which Defaulting Defendants could continue to sell counterfeit and infringing goods using the NEON GENESIS EVANGELION Trademarks; and

- b. operating and/or hosting websites that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the NEON GENESIS EVANGELION Trademarks or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine GWC product or not authorized by GWC to be sold in connection with the NEON GENESIS EVANGELION Trademarks.
3. Upon GWC's request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 2, shall within five (5) business days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of counterfeit and infringing goods using the NEON GENESIS EVANGELION Trademarks.
4. Pursuant to 15 U.S.C. § 1117(c)(2), GWC is awarded statutory damages from each of the Defaulting Defendants in the amount of two hundred and fifty thousand dollars (\$250,000) for willful use of counterfeit NEON GENESIS EVANGELION Trademarks on products sold through at least the Defendant Internet Stores.
5. Any Third Party Providers holding funds for Defaulting Defendants, including Amazon, shall, within five (5) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants or the Defendant Internet Stores from transferring or disposing of

any funds (up to the statutory damages awarded in Paragraph 4 above) or other of Defaulting Defendants' assets.


6. All monies (up to the amount of the statutory damages awarded in Paragraph 4 above) currently restrained in Defaulting Defendants' financial accounts, including monies held by Third Party Providers such as Amazon, are hereby released to GWC as partial payment of the above-identified damages, and Third Party Providers, including Amazon, are ordered to release to GWC the amounts from Defaulting Defendants' financial accounts within ten (10) business days of receipt of this Order.
7. Until GWC has recovered full payment of monies owed to it by any Defaulting Defendant, GWC shall have the ongoing authority to commence supplemental proceedings under Federal Rule of Civil Procedure 69.
8. In the event that GWC identifies any additional online marketplace accounts or financial accounts owned by Defaulting Defendants, GWC may send notice of any supplemental proceeding, including a citation to discover assets, to Defaulting Defendants by e-mail at the e-mail addresses identified in Exhibit 2 to the Declaration of Yasuhiro Kamimura and any e-mail addresses provided for Defaulting Defendants by third parties.
9. The ten thousand dollar (\$10,000) surety bond posted by GWC is hereby released to GWC or its counsel, Keith Vogt, Ltd., 33 West Jackson Boulevard, #2W Chicago, Illinois 60604. The Clerk of the Court is directed to return the

surety bond previously deposited with the Clerk of the Court to GWC or its counsel.

This is a Default Judgment.

Dated: March 21, 2022

Entered:



John Robert Blakey
United States District Judge

First Amended Schedule A

No.	Defendants
1	xianyouxianlonghuazhufuzhenfuzhuangshanghang
2	xianyouxianlonghuazhusuyingxiemaoshanghang
3	xianyouxianrutuomaoyiyouxiangongsi
4	xianyouxianzhongshanhuangchaoguangtuliao dian
5	xianyouxiejuanmaoyiyouxiangongsi
6	xianyouxiyuanxiangzhangyingyingbaihuojingyingbu
7	xianyouxunshoumaoyiyouxiangongsi
8	xianzaizhidaoletaishicijiushichulailianjiande
9	Xiao Bu Ding Art
10	XIAOFUS
11	Xiaohao Department Store, Azhuang Town, Yintai District, Tongchuan City
12	Xiaohu Oil Painting Shop
13	Xiaomanyouhuadian
14	xiaonaizui us
15	XIAOSHENGSHANGMAO
16	xiaoxianshengriyongpindian
17	XiaoXin-Store
18	
19	XiaoZhongShanNianYiBianYouYiBian
20	xiapuxianniangkuriyongpinjingying
21	xiapuxianpingerfuzhuangjingying
22	xidejiaoshangmaoyouxiangongsi
23	Xie Bixian
24	xiejinyanshop
25	XieManYiShiPinJiaGongDian
26	xieqingying
27	xiexiushan
28	xieyongfengshangmaoyouxiangongsi
29	xiezhankun
30	xiezhenguang
31	xiezhenzhenbaihuodian
32	ximeishangmaoyouxiagongsi
33	XinBaoShangHaiShunJieFuWuYouXianGongSi
34	XinDivine
35	xinduquqiaofeisishangmaobu
36	xinduquyouhujuriyongpin
37	xinfuqu
38	xingchengshihongdechengriyongbaihuoshangdian
39	xingchengshiliunennenbaihuorizajingyingbu
40	xingchengshiwangerrongbaihuorizajingyingbu
41	xingchengshizhangbinbinbaihuorizajingyingbu
42	xingtaidajueshangmaoyouxiangongsi
43	XingTangDongNiShangMaoZhongXin-Li ChaoBao
44	XINHEJULN
45	xinliangdianus

46	XinLuoQuDiKeYuBaiHuoDian
47	Xinping Dekang Agriculture and Animal Husbandry Co., Ltd.
48	XINSHAOZ
49	Xinshijie
50	xinxinran shop
51	XIYANGYANGBAIHUO
52	xiyunyandianzishangwuzhongxin
53	XMQIN
54	XQXTA
55	XSQLSMJZ
56	xsyingjiaju
57	Xuchang Dequ Trading Company
58	xuchangminzhongshangmaoyouxiangongsi
59	XueDaoNer
60	XuJinJian9968
61	xuxulingbaihuodian
62	xuyunzhou
63	xuzhiyongdiyici
64	xuzhiyongyouyoudian
65	xwbd
66	XWENBI
67	Xxbh Store
68	
69	xyy
70	Y.M.Z.S
71	yabuzhu
72	YaDENG-ARTSHOP
73	Yali-Store
74	YanDing
75	YANFAG
76	yangjinhuaashop
77	YangMeiLinShop
78	YangQingZhenShiDaiTongXinDian
79	yangweifanbaihuo
80	yangzhanyong
81	YanJiaHui-TongChuanShiYaoZhouQuJiaHuiBaiHuoDian
82	yanliyan
83	yanniyichu
84	yanqindiyyidianpu
85	yanrong00
86	Yansang
87	yantianxiaodian
88	
89	YaoStar
90	yaoxinshoujidian
91	Yaoyulun
92	Yasia
93	
94	yedmy

95	Ye Pengfei
96	YeBanGuiShi
97	yehandianshangzi
98	yewanmaoyi
99	yeziziluo
100	YHHUI
101	yi ming cheng pin (bei jing)mao yi gong si
102	yibenfozhu
103	yichan
104	yihangkeji
105	Yihe Clothing Co., Ltd
106	yijiarenshepin
107	yilinart
108	YiMaoMaoYiYouXianGongSi
109	yingnanbaihuodiana
110	Yingpin department store in Yingcheng, Jiutai
111	Yironglebaihuo
112	yisanfangchanjingjifuwuyouxiangongsi
113	YITENGSHNAGHANG
114	yitongmanzuzizhixianyitongzhenbeizhouwujindian
115	yitongmanzuzizhixianyitongzhentieguwujindian
116	YiWuLiHuanShou
117	Yiyu Decoration Store
118	yjx1398
119	Ykaolenbonmi
120	YoHoHoOnlineMercantile
121	yongbfuzhuang
122	yongdingou chaoxianjibaihuodian
123	yongdingquyumian hubaihuodian
124	YongShou Poster
125	Yongzanyue Department Store, Jishui County
126	yongzhoushilengshuitanquxuyibaihuojingyingbu
127	Yoshiko A Sutherland
128	YouDingYou Network Technology Co., Ltd.
129	YouJingTingShop
130	youlian Cheng
131	Your Only Favorite
132	yourundianzi
133	youshangbaodan
134	youxixiantianyujiubaihuodian
135	youyisheji
136	YSTWHCBCL
137	ysykj
138	ytfuzhuangchang
139	ythj76tikjmuyhj
140	yuanjinbaihuodian
141	Yuanping City Runmei Department Store
142	yuanyangjiankangkeji(nanjing)youxiangongsi
143	yuanyuanxiaoshangdian

144	yuchaocaiwang
145	YueDianXiaMenWenHuaChuanMeiYouXianGongSi
146	yuemeieshop
147	Yueyang County Jieya Department Store
148	YuFeng Art Inn
149	yuhanwenhuaguang
150	yuhuanfuzhuang
151	yuhuaqukekebaihuobu
152	YuLongShangHang
153	yun shi xin xi ke ji
154	yuqianjinUS
155	yuqingbaodan
156	YUQUIUY
157	yushangge
158	yuyumeili
159	yuyuyueer
160	YWCHAN
161	YWT-US
162	YX-Custom
163	YXH7800
164	yzhxiifu
165	ZANGYAO GROUP TECHNOLOGY LIMITED23
166	ZBCINCE
167	ZDLKCD
168	ZDQWNCYD
169	zdvsvasaf
170	Zebra Arts
171	ZEGAILIANG
172	zengyilin
173	Zhakasdnju
174	zhanfangfangzhipinshanghang
175	ZHANG XINHAO
176	zhangdonlin
177	zhangfeilongdedian
178	zhangjianshengxiemaoshanghang
179	zhangjinjie1110
180	zhanglanchenqiubaihuodian
181	zhangleiya
182	zhangluyufuzhuang
183	zhangminqiangxiemaoshanghang
184	zhangpeishishop
185	zhangtaoshop
186	zhangxuband
187	zhanyon
188	ZHASHU
189	zhenanxiansenlinnvwubaihuodian
190	Zhenchao Trade
191	zheng zhou she ku shang mao you xian gong si
192	zhengaipingshangmao

193	zhengchengyimaoyigongsi
194	zhengdingxianbannongriyongpinxiaoshoudian
195	zhengdingxianyahafuzhuangdian
196	zhenghuirongshop
197	zhengjinxiongyigedian
198	zhenglinglingdediyigedian
199	zhenglizhongdiygedian
200	zhengmingxiashangdian
201	zhengweifengshop
202	zhengweigudian
203	ZhengXinZhiShop
204	zhengxiuylanzonghelingshouchaoshi
205	zhengyifandiyigedian
206	zhengzhixiongdianpu
207	Zhengzhou Yuchuang Biotechnology Co., Ltd.
208	zhengzhouduluocanyinshebeiyouxianangongsi
209	zhengzhouharongmaoyiyouxianangongsi
210	zhengzxshanghang
211	zhenhanshipin
212	zhewuyeguanliyouxi
213	Zhi Zhi Art Shop
214	ZHICHAOSHANGMAO
215	zhidaz
216	zhidongbaihuo
217	Zhigongcheng
218	ZHIGUOWUDITIANXIA
219	ZHILIN Posters Store
220	zhiqnongcp
221	zhishengzhinengkejiyouxian
222	zhixin 1986
223	zhiyuedingshengqiaolianggongcheng
224	ZHMX Posters Store
225	zhong anqing's
226	zhongqingmingyanlingongchengyouxiangongsi
227	ZhongQingYuQingFuZhuangYouXianGongSi
228	zhongshanshishunchengdianziyouxiangongsi
229	zhongshanshizhangjunzixunfuwuyouxianangongsi
230	ZHOU BINGLAN
231	Zhoukou Xunlei Network Technology Co., Ltd.
232	zhoukoushichuanhuiqufeilanshangmaoCO.,LTD
233	zhoukouyanqimaoyiyouxianzerengongsi
234	ZhouKunArt
235	zhouyongxiandeyigedian
236	Zhouzhou Poster
237	Zhouzhoudian
238	zhuanyin
239	zhujiangwudianp
240	Zhuoan Trading Company
241	zhuotingUS

242	zhuoxiaofangdiyigedian
243	ZhuoZhuoHeHuaRui
244	zhupengleidianzishangwu
245	ZjsART
246	ZQMJK
247	ZXHopeStore
248	ZXNPDY
249	ZY MMN
250	ZZNNMMX